

Instructions to authors for use of MIT Amendment to Publication Agreement

Step 1: Sign your publisher's copyright transfer or publication agreement when you submit your final manuscript for publication with the following statement written above your signature:

“subject to attached amendment”

Step 2: Attach this amendment (next page) with the information filled in and your signature on the bottom.

Step 3: Send both to publisher.

To help assess the success of MIT authors using the amendment, please also follow these additional steps:

Step 4: Email the addendum to amend-cip@mit.edu, or send a copy to the FAX number on the bottom. (This will allow MIT to gather aggregated data about use. Data about individual uses will not be shared.)

Step 5: Please give us any feedback that you receive from the publisher, by emailing amend-cip@mit.edu.

If you would like support when a publisher asks questions or raises objections about the amendment: send email to amend-cip@mit.edu, or contact Ellen Duranceau, Scholarly Publishing and Licensing Consultant, efinnie@mit.edu, x38483.

AMENDMENT TO PUBLICATION AGREEMENT

1. This Amendment hereby modifies the attached Publication Agreement concerning the following Article:

(manuscript title)

(journal name)

2. The parties to the Publication Agreement and to this Amendment are:

(the "Author") and

(the "Publisher").

3. The parties agree that wherever there is any conflict between this Amendment and the Publication Agreement, the provisions of this Amendment are paramount and the Publication Agreement shall be construed accordingly.
4. All terms and conditions of the Publication Agreement, including but not limited to all transfers, licenses, grants, agreements, representations, and warranties, are subject to and qualified by an irrevocable, non-exclusive license previously granted by the Author to the Massachusetts Institute of Technology ("MIT"). Under that license, MIT may make the Article available, and may exercise any and all rights under copyright relating thereto, in any medium, provided that the Article is not sold for a profit, and may authorize others to do the same. Neither the existence of the license to MIT nor MIT's exercise of rights under that license will be deemed to violate any representation or warranty by the Author to the Publisher or to breach the Publication Agreement.
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6. **Final Agreement.** This Amendment and the Publication Agreement, taken together, constitute the final agreement between the Author and the Publisher with respect to the publication of the Article and allocation of rights under copyright in the Article. Any modification of or additions to the terms of this Amendment or to the Publication Agreement must be in writing and executed by both Publisher and Author in order to be effective.

AUTHOR

PUBLISHER

(corresponding author on behalf of all authors)

Date

Date

MIT Authors:

Please email to amend-cip@mit.edu or fax a copy of the agreement to 617-253-8894